



STATE OF CALIFORNIA  
DEPARTMENT OF GENERAL SERVICES - PROCUREMENT DIVISION

# CONTRACT NOTIFICATION

\*\*\*\*\* MANDATORY \*\*\*\*\*

CONTRACT NUMBER: 1-07-68-40

DESCRIPTION: HERBICIDE, SONAR AQUATIC

CONTRACTOR: TARGET SPECIALTY PRODUCTS

EFFECTIVE DATES: 3/16/2007 THROUGH 3/15/2010

SUPERSEDES CONTRACT NO.: 1-04-68-40

AREA: STATEWIDE

DISTRIBUTION: DISTRIBUTION BY DGS TO SELECT  
USING AGENCIES

\* TAX: Add appropriate sales and use tax.  
Exempt from Federal Excise Tax.

\*Food contracts are tax exempt.

A handwritten signature in cursive script that reads "Rita Hamilton".

RITA HAMILTON, Deputy Director

Use of this agreement by all agencies is mandatory with monetary exceptions stated herein or contained in State Administrative Manual.

To obtain assistance or report non-compliance by supplier, or for any suggestions or recommendations write:

Department of General Services, Procurement Division, P.O. Box 989054, W. Sacramento, CA 95798-9054,  
or call: Contract Administrator, **BRUCE FONG** 916-375-4468

## Contract (Mandatory): 1-07-68-40

SUPPLIER ID: 778300  
NAME: TARGET SPECIALTY PRODUCTS  
ADDRESS: 1155 MABURY ROAD  
SAN JOSE, CA 95133-1029

CONTACT: 800-767-0719 PATRICIA CRESPAN  
FAX NUMBER: 408-287-2004  
TERMS OF PAYMENT: NET 45 DAYS  
FOB: Destination  
MINIMUM ORDER: AS SPECIFIED

NOTE: Western Exterminator Company is doing business as (d.b.a.)  
Target Specialty Products.

### SCOPE:

This contract covers the estimated (3) year requirements of the State of California for Sonar Aquatic Herbicide (Fluridone), licensed for use in California. This contract includes technical services and supports the appropriate use and application of the herbicide. This contract is a MANDATORY contract, and will not be available for Local Government use.

This contract contains an option for a one-year contract extension. The contract extension period will be for up to 12 months. The terms, conditions, and prices for the contract extension option shall be by mutual agreement between the contractor and the State. If a mutual agreement cannot be met, this contract may be terminated at the end of the current term and/or applicable contract extension.

### MINIMUM ORDER:

One gallon, or one biochemical assay.

### ORDERING PROCEDURES:

State agencies will submit orders on a Purchasing Authority Purchase Order (STD 65) directly to the contractor. Orders will be submitted by US Mail or facsimile.

### ORDER ACKNOWLEDGEMENT/CONFIRMATION

Within 48 hours, the contractor must confirm receipt of the STD 65 either via e-mail or facsimile, providing the user with a receipt acknowledging the order. The acknowledgement must include total cost and delivery information. Contractor shall issue unique order numbers to the users of this contract.

### DELIVERY:

30 days ARO, or as negotiated between agency and contractor. Immunassay test response delivery shall be as follows: ELIZA Tests - 3 working days, Pre-treatment bioassay - 3 weeks, Post-treatment biochemical assay - 3 weeks. Supplier is requested to make deliveries in Los Angeles County, Orange County, San Bernardino Metropolitan, and San Diego Metropolitan areas during off peak hours of 10:00 a.m to 4:00 p.m.

### PALLETS:

Pallets when required shall conform to the attached State of California Specification #3990-01A-01 dated 1/01 as it applies to Size 2, Type 2 pallets (42" X 42"). Cost for pallets is included in the contract price.

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### PRICES:

All prices quoted are to be F.O.B. Destination throughout California for purchases meeting the minimum order requirement.

### PRICE INCREASES:

All prices quoted shall be fixed as the maximum for a period of one (1) year from the effective date of the contract.

The contractor may submit proposed escalation notice, in writing, to the Procurement Division not earlier than 330 days from the effective date of the contract. Such notice shall include substantiated information to support the proposed escalation (e.g., manufacturer's price list, significant changes in published market indicators for the industry, certified raw material cost data, and any other substantiating information as requested by the State).

Upon receipt of such notice, the State reserves the right to either:

- (a) Accept the escalation as competitive with the general market price at that time, effective 30 days from written approval from the State; or
- (b) Negotiate proposed price escalation. The State will notify, in writing, the contractor of its desire to negotiate. The State will have ten (10) working days to complete negotiations; or
- (c) Cancel any unpurchased balance of the contract without prejudice, effective upon written notice by the State.

**NOTE** If negotiations fail to produce an agreement, the State reserves the right to exercise Options (a) or (c) with an effective date no later than ten (10) working days after successful negotiation.

No price increase shall apply to quantities ordered from the contract prior to the effective date of the price increase.

Accepted escalation price increase shall be a maximum for a period of one (1) year from the effective date of the price increase.

### PRICE DECLINES:

The contractor shall immediately notify the State of all manufacturer's price declines and the State shall receive full benefit of such declines, effective on the date of the manufacturer's general public announcement.

### CALIFORNIA MILL ASSESSMENT FEE:

Sonar (Fluridone) is considered a pesticide and the treatment of rivers and lakes is considered an agricultural use. The bid price for Sonar included the CA Mill Assessment Fee. The Mill Assessment Fee rate effective January 1, 2004 is \$0.02175 mills on agricultural pesticide products. Any increase in the Mill Assessment Fee during the term of the contract may be included in an increase in the cost of Sonar. Verifiable documentation must be included to support any request for a price escalation(s).

### INVOICE IS TO STATE THAT MILL ASSESSMENT FEE WILL BE PAID:

Food and Agriculture Code Section 12847 requires a statement on invoices indicating that the mill assessment fee will be paid. (The solicitation required that the Mill Assessment Fee be included in the price of the Sonar.

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### PRODUCT QUALITY:

Products received shall in all cases be in accordance with first quality standards. Products shall be free from any defects affecting serviceability. Items not meeting these standards will be returned at the supplier's expense. No substitutions of products may be made without previous written approval by the Procurement Division.

### MANDATORY CONTRACT DOLLAR VALUE:

This is a mandatory contract for the period noted. Quantities shown in the solicitation are estimates only for award evaluation purposes, and the State does not guarantee that these quantities will be purchased. Consequently, there is no guaranteed contract dollar value.

The State's obligation to pay is solely from funds appropriated for the acquisition of the products on this contract. If funds are not appropriated for future fiscal years, the contract dollar amount will be reduced accordingly. Receipt of a Purchasing Authority Purchase Order under the contract is proof of availability of funds for that order. The State will not be obligated to purchase contractor's excess inventory of any line item if actual purchases vary from the anticipated purchasing pattern.

### INVOICING REQUIREMENTS:

The contractor is to render invoices as instructed on individual orders. Invoices shall include the order number, the contract number, the commodity code number, the unit price and the extension. State sales and/or use tax is to be added to each invoice.

### PACKAGING:

Exterior packaging is to show the contents and the purchase order number. All the packaging is to conform to the applicable freight classifications, Surface Transportation Board and/or postal regulations, and is to be of a quality to assure final delivery without damage to the contents.

### QUARTERLY DETAILED USAGE REPORTS:

Contractor shall submit a Quarterly Detailed Usage Report along with a copy of ALL purchase orders pertaining to this contract, to the contract manager. Quarterly reports are required within two weeks after the end of March, September and December of each calendar year. Contractors must report the sales activity for all resellers listed in their contract. Any report that does not follow the required format, or that excludes required information will be deemed incomplete and returned to the contractor.

The Quarterly Report must include the following information:

- A. Calendar quarter number and year
- B. Contract number
- C. Contractor
- D. Contractor contact information
- E. Agency name
- F. Purchasing Authority Purchase Order number
- G. Purchasing Authority Purchase Order date
- H. Agency bill code
- I. Commodity number
- J. Quantity
- K. Contract Price
- L. Extension total
- M. Agency contact name
- N. Agency address
- O. Agency telephone number
- P. Total \$ for quarter

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The total dollars for the quarter should be the sum of the total dollars per purchase order for all purchase orders. It is NOT the sum of monies invoiced or payment received. Tax must NOT be included on the quarterly report, even if included on the purchase order. The purchase order total value should only be reported once in the quarter identified by the purchase order date regardless of when the services were performed, products delivered, purchase orders invoiced, or payments received. Within ten (10) working days of contract award, the contractor must submit a preliminary copy of their Monthly Detailed Usage Report, which shall contain all the elements that have been specified above. The State will review and determine acceptability of the report.

### NOTE:

Contractor shall comply with each of the reporting requirements as specified. If the contractor fails to meet delivery terms as specified for any one of the required reports, a discount will be added to the contract price. A discount of 1% will be added to all future orders for 30 days, or until the delinquent report(s) are delivered, whichever is greater. At the end of the 30 days or at the time of delivery of the reports, the pricing will revert back to the original contract price.

### PESTICIDE REGISTRATION:

Food and Agriculture (F&A) Code 12811 requires all pesticides to be registered before being offered for sale in California. F&A Code Section 12993 makes it a violation for anyone manufacturing, delivering, or selling any pesticide that is not registered, or if the registration has been suspended or cancelled. Links to Laws and Regulations affecting pesticide use in California can be found at the California Department of Pesticide Regulation website, [www.cdpr.ca.gov](http://www.cdpr.ca.gov).

### PEST CONTROL DEALER'S LICENSE:

The supplier must hold a current California Pest Control Dealer's License, issued by the Department of Pesticide Regulation. No other license may be substituted for the Pest Control Dealer's License. The license number, licensee, and expiration date are shown below:

Licensee:	Target Specialty Products
License No.:	12102 00002/San Jose
	12102 00004/West Sacramento
Expiration Date:	12/31/2007

### SELLER'S PERMIT:

The Retailer's Seller's Permit Number for Target Specialty Products is SY EAA 11-281330.

### CONTRACTOR PROVISIONS:

- 1) The contractor shall provide bottles and mailing packages for immunoassays.
- 2) The contractor shall conduct the specified laboratory analysis and fax or e-mail results to the specified state agency. From contractor's receipt of samples, results shall be provided as follows:

ELISA Tests: three (3) working days  
Pre-treatment bioassay: three (3) weeks  
Post-treatment biochemical assay: three (3) weeks

### STATE PROVISION:

The State shall be responsible for the cost of mailing immunoassay samples to the contractor.



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ITEM NO.	COMMODITY NO. SUPPLIER PART NO.	SUPPLIER NO.	UNIT	DESCRIPTION	UNIT PRICE
1	6840-684-3017-7	778300	PL	<p>HERBICIDE AQUATIC SONAR PR (FLURIDONE) PRECISION RELEASE (PR) FORMULA, ACTIVE INGREDIENT: 5% FLURIDONE, 30 LBS EACH PER PAIL (1.5 LBS A.I. PER PAIL) EPA REGISTRATION NUMBER 67690-12.</p> <p>TO INCLUDE THE FOLLOWING TEST AND SERVICES (WITH NOTED LIMITATIONS.)</p> <p><u>Enzyme linked immunosorbent assay (ELISA):</u> Includes three ELISA tests per every 106 thirty (30) pound pail of Sonar PR purchased (160 pounds active ingredient). The test will determine the concentration of active ingredient to a precision of 1.0 parts per billion.</p> <p><u>Pre-treatment plant bioassay analysis:</u> Includes one bio-chemical assay per every 144 thirty (30) pound pails of Sonar PR purchased (216 pounds of active ingredient). Includes furnished technical expertise to conduct pre-treatment plant bioassay analysis to determine susceptibility of plants to be treated with Sonar.</p> <p><u>Post-treatment plant biochemical assay:</u> Includes one bio-chemical assay per 144 thirty (30) pound pails of Sonar PR purchased (216 lbs. of active ingredient). Includes furnished technical expertise to conduct post-treatment plant biochemical analysis to monitor herbicide effectiveness.</p>	783.1500

See page 5 for additional Contractor and State provisions.

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ITEM NO.	COMMODITY NO.	SUPPLIER NO.	UNIT	DESCRIPTION	UNIT PRICE
2	6840-684-3012-8	778300	PL	<p>HERBICIDE AQUATIC SONAR SRP</p> <p>SLOW RELEASE PELLET (SRP) FORMULA, ACTIVE INGREDIENT: 5% FLURIDONE, 40 LBS PER PAIL (2 LBS A.I. PER PAIL) EPA REGISTRATION NUMBER 67690-3.</p> <p>TO INCLUDE THE FOLLOWING TEST AND SERVICES (WITH NOTED LIMITATIONS.)</p> <p><u>Enzyme linked immunosorbent assay (ELISA):</u></p> <p>Includes three ELISA tests for every 80 forty (40) pound pail of Sonar SRP (160 pounds active ingredient). The test will determine the concentration of active ingredient to a precision of 1.0 parts per billion.</p> <p><u>Pre-treatment plant bioassay analysis:</u></p> <p>Includes one bio-chemical assay per every 108 forty (40) pound pail of Sonar SRP purchased (216 pounds of active ingredient). Includes furnished technical expertise to conduct pre-treatment plant bioassay analysis to determine susceptibility of plants to be treated with Sonar.</p> <p><u>Post-treatment plant biochemical assay:</u></p> <p>Includes one bio-chemical assay per 108 forty (40) pound pails of Sonar SRP purchased (216 pounds of active ingredient). Includes furnished technical expertise to conduct post-treatment plant biochemical analysis to monitor Sonar effectiveness.</p>	935.8300

See page 5 for additional Contractor and State Provisions.



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ITEM NO.	COMMODITY NO. SUPPLIER PART NO.	SUPPLIER NO.	UNIT	DESCRIPTION	UNIT PRICE
3	6840-684-3013-0	778300	GL	<p>HERBICIDE AQUATIC SONAR AS AQUEOUS SOLUTION (AS) FORMULA, ACTIVE INGREDIENT: 41.7% FLURIDONE, PACKAGE SIZE: 1 GALLON (4 LBS A.I. PER GALLON) EPA REGISTRATION NUMBER 67690-4.</p> <p>TO INCLUDE THE FOLLOWING TEST AND SERVICES (WITH NOTED LIMITATIONS.)</p> <p><u>Enzyme linked immunosorbent assay (ELISA):</u> Includes three ELISA tests for every 40 gallons of Sonar AS purchased (160 pounds active ingredient). The test will determine the concentration of active ingredient to a precision of 1.0 parts per billion.</p> <p><u>Pre-treatment plant bioassay analysis:</u> Includes one bio-chemical assay per every 54 gallons of Sonar AS purchased (216 pounds of active ingredient). Includes furnished technical expertise to conduct pre-treatment plant bio-assay analysis to determine susceptibility of plants to be treated with Sonar.</p> <p><u>Post-treatment plant biochemical analysis:</u> Includes one bio-chemical assay per every 54 gallons of Sonar AS purchased (216 pounds of active ingredient). Includes furnished technical expertise to conduct post-treatment plant bio- chemical analysis to monitor Sonar effectiveness.</p> <p>See page 5 for additional Contractor and State provisions.</p>	1,628.7200

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ITEM NO.	COMMODITY NO. SUPPLIER PART NO.	SUPPLIER NO.	UNIT	DESCRIPTION	UNIT PRICE
4	6840-684-3021-9	778300	PL	<p>HERBICIDE AQUATIC SONAR Q QUICK RELEASE (Q) FORMULA, ACTIVE INGREDIENT: 5% FLURIDONE PACKAGE SIZE: 40 POUND PAIL (2 LBS A.I. PER PAIL) EPA REGISTRATION NUMBER 67690-3.</p> <p>TO INCLUDE THE FOLLOWING TEST AND SERVICES (WITH NOTED LIMITATIONS.)</p> <p><u>Enzyme linked immunosorbent assay (ELISA):</u> Includes three ELISA tests per every 80 forty (40) pound pail of Sonar Q purchased (160 pounds active ingredient). The test will determine the concentration of active ingredient to a precision of 1.0 parts per billion.</p> <p><u>Pre-treatment plant bioassay analysis:</u> Includes one bio-chemical assay per each 144 thirty (30) pound pails of Sonar Q purchased (216 pounds of active ingredient). Includes furnished technical expertise to conduct pre-treatment plant bioassay analysis to determine susceptibility of plants to be treated with Sonar.</p> <p><u>Post-treatment plant biochemical analysis:</u> Includes one bio-chemical assay per 108 forty (40) pound pails of Sonar Q purchased (216 pounds of active ingredient). Includes furnished technical expertise to conduct post-treatment plant biochemical analysis to monitor Sonar effectiveness.</p>	884.0400

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ITEM NO.	COMMODITY NO. SUPPLIER PART NO.	SUPPLIER NO.	UNIT	DESCRIPTION	UNIT PRICE
5	6840-000-0017-0	778300	EA	<p>BIOCHEMICAL ASSAY AS NOTED BELOW. COSTS BELOW ARE FOR 1 EACH SERVICES/ASSAYS THAT MAY BE REQUIRED THAT EXCEED THE SERVICES/ASSAYS INCLUDED WITH THE PRODUCT NOTED ABOVE.</p> <p>BIOCHEMICAL ASSAY (AS DESCRIBED)  <u>Enzyme linked immunosorbent assay (ELISA):</u>  Test determines the concentration of active ingredient, Sonar, to a precision of 1.0 parts per billion.</p> <p>\$85.00/assay</p> <p>Brand/Model: Fas test</p>	85.0000
6	6840-000-0017-0	778300	EA	<p>BIOCHEMICAL ASSAY (AS DESCRIBED)  <u>Pre-treatment plant bioassay analysis:</u>  One biochemical assay, including furnished technical expertise to conduct pre-treatment plant bioassay analysis to determine susceptibility of plants to be treated.</p> <p>\$2500.00/assay</p> <p>Brand/Model: Plan test</p>	2,500.0000

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ITEM NO.	COMMODITY NO. SUPPLIER PART NO.	SUPPLIER NO.	UNIT	DESCRIPTION	UNIT PRICE
7	6840-000-0017-0	778300	EA	BIOCHEMICAL ASSAY (AS DESCRIBED) <u>Post-treatment plant chemical assay:</u> One biochemical assay, includes furnished technical expertise to conduct post-treatment plant biochemical analysis to monitor herbicide effectiveness.  \$250.00/assay  Brand/Model: Effic test  See page 5 for additional Contractor and State provisions.	250.0000
8	6840-909-0001-1	778300	VA	FOR DATA ENTRY USE ONLY CHMICAL-DGS/PROCUREMENT USE ONLY	VARIABLE

## STATE OF CALIFORNIA SPECIFICATION PALLETS, WOODEN

### 1 SCOPE

This specification covers pallets intended for use with low lift pallet trucks or forklift trucks.

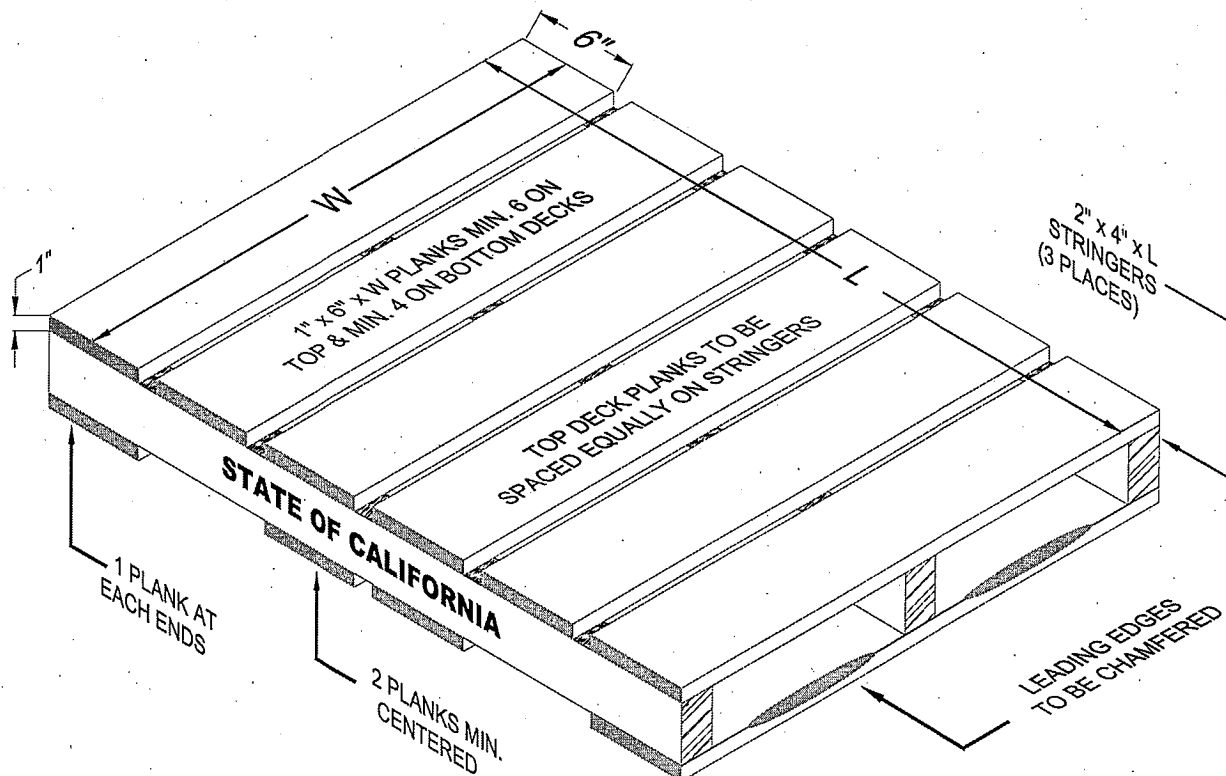
### 2 SPECIFICATION AND STANDARDS

Specifications and standards referenced in this document in effect on the opening of the Invitation for Bid form a part of this specification where referenced.

### 3 REQUIREMENTS

#### 3.1 Material

The pallets shall be constructed from nominal size standard or better (West Coast Lumber Inspection Bureau, Standard Grading Rules for West Coast Lumber) grade Douglas Fir, Hemlock, Larch or Hem-Fir. The stringers shall be S4S and the decking S4S or S1S2E (re-



**FIG. 1 - TYPE 2  
WOODEN PALLET**

sawed) with no edge knots. Sawed side is to be assembled to the inside of the pallets. Fastening shall be accomplished with 2¼ inch (+1/16 inch) 7 penny flat head drive screws (helical threaded nail) or 2¼ (+1/16 inch) #10 wire gauge annular ring nails as recommended in Specifications and Grades for Warehouse. Permanent or Returnable Pallets of West Coast Woods as published by the National Wooden Pallet and Container Association (Specifications and Grades, NWPCA).

### 3.2 Non-Standard Duty-Cycle Pallets

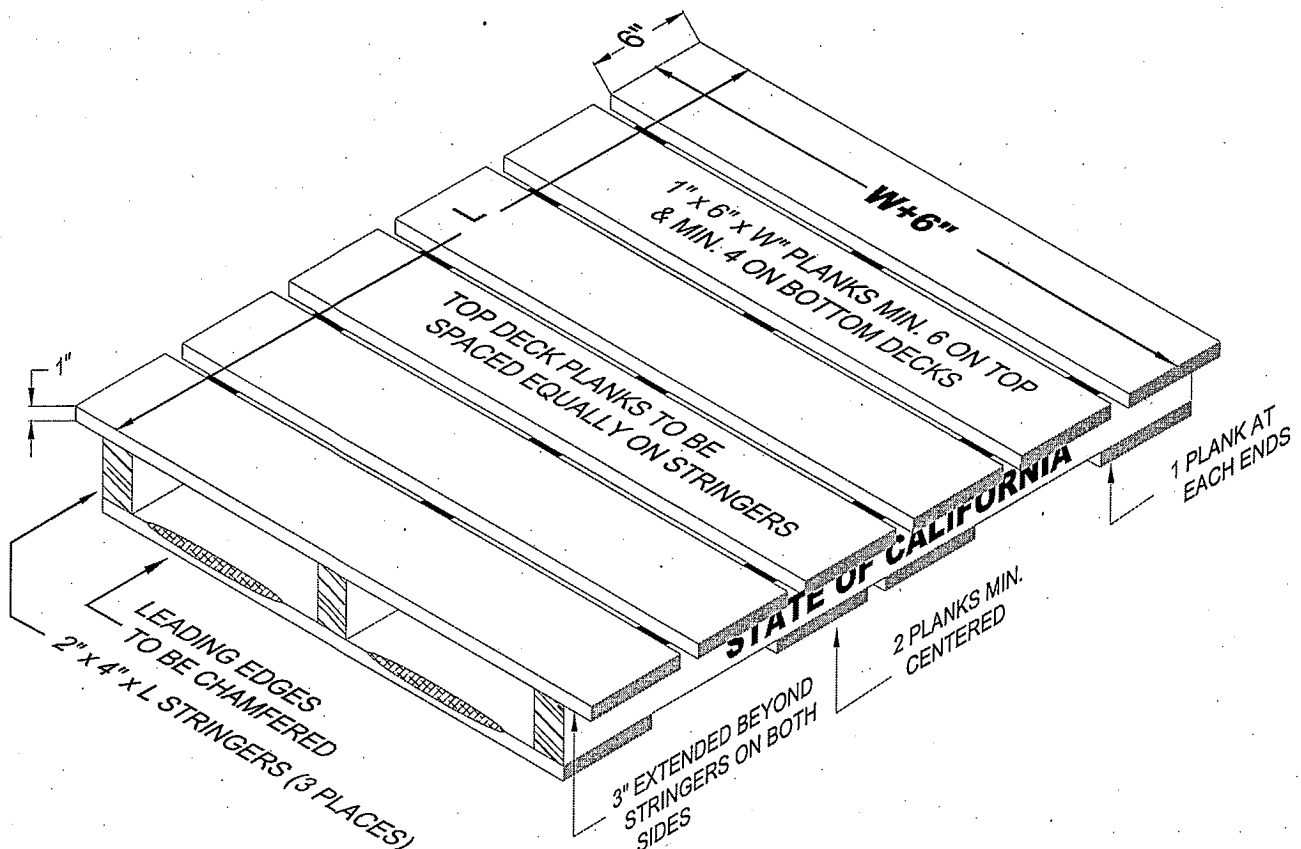
When specifically requested by the user, pallets may be manufactured using pine, oak or ash woods.

### 3.3 Construction

Pallet type and construction shall comply with Specifications and Grades, NWPCA. The pallets shall be Grade "Quality" (QAL).

The decking shall be secured with 3 nails or screws at each surface of contact with the stringer. Nails shall not be within ½ inch of deck-board edges or another nails.

All leading and outside edges of the bottom deck shall be chamfered. The chamfers shall be at least 12 inches long and shall be cut on an approximate 35 degree angle to the face so as to leave an edge adjacent to the chamfer not less than ¼ inch nor more than ½ inch from the outer



**FIG. 2 - TYPE 4  
SINGLE WING WOODEN PALLET**

edge of the deck-board. The chamfer shall extend to within 3 inches of the stringers. Pallet configuration shall comply with illustration A.

COMMONLY USED PALLET TYPES & SIZE			
SIZE	TYPE	TOP DECK	BOTTOM DECK
1	2 (Fig. 1)	42"L x 36"W Six 1" x 6" x 36" deck-boards, spaced evenly along the pallet width	42"L x 36"W Min. Four 1" x 6" x 36" boards. One placed each end of the stringers Two at center of the stringers
2	2 (Fig. 1)	42"L x 42"W Six 1" x 6" x 42" deck-boards, spaced evenly along the pallet width	42"L x 42"W Min. Four 1" x 6" x 42" boards. One placed each end of the stringers Two at center of the stringers
3	2 (Fig. 1)	44"L x 44"W Six 1" x 6" x 44" deck-boards, spaced evenly along the pallet width	44"L x 44"W Min. Four 1" x 6" x 44" boards. One placed each end of the stringers Two at center of the stringers(Fig. 1)
4	2 (Fig. 1)	45"L x 36"W Six 1" x 6" x 36" deck-boards, spaced evenly along the pallet width	45"L x 36"W Min. Four 1" x 6" x 36" boards. One placed each end of the stringers Two at center of the stringers
5	2 (Fig. 1)	46"L x 44"W Six 1" x 6" x 44" deck-boards, spaced evenly along the pallet width	46"L x 44"W Min. Four 1" x 6" x 44" boards. One placed each end of the stringers. Two at center of the stringers
6	2 (Fig. 1)	48"L x 48"W Six 1" x 6" x 48" deck-boards, spaced evenly along the pallet width	48"L x 48"W Min. Four 1" x 6" x 48" boards. One placed each end of the stringers Two at center of the stringers
<b>Note:</b> SIZE 1, TYPE 4 - has a single wing applied to top deck.			
1	4 (Fig. 2)	42"L x 36"W Six 1" x 6" x 36" deck-boards, spaced evenly along the pallet width with 3" wings extending beyond the stringers outboard faces	42"L x 30"W Min. Four 1" x 6" x 36" boards. One placed each end of the stringers, Two at center of the stringers

#### 4 SAMPLING AND INSPECTION

This commodity will be sampled and inspected for compliance to this specification as deemed necessary. Sampling and inspection by attributes will be in accordance with ANSI/ASQ Z1.4 1993, Sampling Procedures and Tables for Inspection by Attributes. An inspection lot is defined as one delivery to one agency at one time.

##### 4.1 Workmanship

The pallets shall be free from defects as outlined under Grade "Quality" (QAL) in the "Specifications and Grades", NWPCA.

#### 5 MARKING

Each pallet shall be marked (two places), "STATE OF CALIFORNIA". Marking shall be easily readable, in black letters and on outboard faces of stringers.